

2-9121

AGREEMENT

Between

HADDONFIELD BOARD OF EDUCATION

and

HADDONFIELD EDUCATION ASSOCIATION - SECRETARY-CLERICAL UNIT

July 1, 1982 - June 30, 1984

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Institute of Management and
Labor Relations

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ARTICLE I

RECOGNITION

A. The Haddonfield Education Association - Secretary-Clerical Unit (hereinafter "Association") understands that the Haddonfield Board of Education (hereinafter "Board") is the representative of the government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Borough of Haddonfield.

B. The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiations concerning grievances and terms and conditions of employment for all secretaries and clericals under contract or on leave employed by the Board, but excluding all other employees including other white collar employees, professionals, confidentials, and supervisors within the meaning of the Act. (34:13A-1 et. seq.).

C. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to female employees shall include male employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation for a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning terms and conditions of employment for secretaries and clericals. Such negotiations shall begin in accordance with the Rules and Regulations of the Public Employment Relations Commission. Any Agreement so negotiated shall be reduced in writing and signed by the Board and the Association, upon ratification by the Association, and adoption by the Board by a majority vote at a public meeting.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. A "Grievance" is a claim by an employee that as to her there has been a misinterpretation, misapplication or violation of this Agreement.

B. The processing of a grievance shall not interfere with the continuity, safety or efficiency of operations.

C. Every effort shall be made to resolve grievances at the lowest possible step and a grievance shall be processed as follows:

Step One: The employee shall first present the grievance orally to her Supervisor within ten (10) employee working days from the actual occurrence of the facts which gave rise to the grievance or within ten (10) such days after the employee knew or should have known of the grievance. The Supervisor shall give his oral answer within three (3) employee working days following the receipt of the grievance.

Step Two: If, within five (5) working days after the meeting referred to in Step One, the Supervisor fails to announce a decision, or denies the grievance, then the Association representative may present the written grievance to the Board Secretary within five (5) working days after receipt of the grievance in writing. The employee may have his representative present at the meeting with the Board Secretary.

Step Three: If, within five (5) working days after the meeting referred to in Step Two, the Board Secretary fails to announce a decision, or denies the grievance (which denial shall be in writing), then the Association representative may present the written grievance to the Superintendent of Schools within five (5) working days thereafter. The Superintendent of Schools shall conduct a meeting within ten (10) working days after receipt of the grievance in writing.

Step Four: If, within five (5) working days after the meeting referred to in Step Three, the Superintendent fails to announce a decision or denies the grievance (which denial shall be in writing), then within five (5) working days thereafter the grievance may be submitted to arbitration.

a. In the event the matter is taken to arbitration, it shall be referred to the New Brunswick office of the American Arbitration Association for the selection of an impartial arbitrator. The arbitrator shall then proceed in accordance with the rules of that Association.

b. The arbitrator's decision shall be advisory only.

c. Any arbitrator appointed pursuant to this Agreement may not render a decision which changes, modifies or substitutes, adds or subtracts from the provisions of the Agreement.

d. Pursuant to N.J.S.A. 34:13A-5.3, notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement of the parties hereto shall be utilized for any dispute covered by the terms of such agreement.

Step Five: The arbitrator's decision shall be submitted to the Board and Association for review within thirty (30) days following completion of the arbitration. The Board may accept or reject the arbitrator's decision in whole or in part, which acceptance

B. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary so long as it does not disrupt mail distribution for school purposes.

ARTICLE VI

WORK HOURS

A. The work day for all employees in this unit shall consist of eight and one-quarter (8-1/4) hours inclusive of a sixty (60) minute lunch period. All employees shall be scheduled by their Supervisor.

B. Immediately upon the closing of school in June until school opening in September, the normal work day shall consist of seven (7) hours, inclusive of a sixty (60) minute lunch period.

C. During the pupils' school year, the principal has the option to release an employee up to thirty (30) minutes prior to the normal closing time on Fridays and on any full school day prior to a school vacation closing.

ARTICLE VII

WORK YEAR

A. During the pupil school year, all employees shall work the same number of days as those worked by teaching staff.

ARTICLE VIII

HOLIDAYS

A. All employees shall be entitled to the same holidays as teaching staff.

B. Twelve (12) month employees shall also receive July 4th and Labor Day as paid holidays.

ARTICLE IX

VACATIONS

A. Twelve (12) month employees shall be entitled to the following vacation:

1. Upon completion of one (1) year of employment - two (2) weeks vacation.

and dependents with coverage comparable to the State 14/20 Plan. The Board shall pay the full premium cost for the individual employee's coverage and the dollar amount of dependent coverage provided in the 1981-82 school year.

For the duration of the contract, the employee will contribute any additional increase above the amount of individual coverage increase. The employee's contribution shall be deducted from her monthly salary. The above coverage shall be provided for each employee and dependents for whom the employee shall apply and who are determined eligible for such coverage. The Board reserves the right to seek comparable coverage at a reduced cost that would be mutually acceptable to the Board and the Association.

B. The Board and Association agree that any additional insurance coverage granted to teachers under the State Health Benefits plan shall also be given to all eligible members in this unit.

C. The Board shall provide eligible employees with the same dental plan which is being provided for the teachers, provided that the Board shall contribute no more per employee for the employees subject to this Agreement than it is required to contribute for each teacher under the terms of the Teachers' Agreement.

D. The Board shall provide eligible employees with the same prescription drug program which is being provided for the teachers, provided that the Board shall contribute no more per employee for the employees subject to this Agreement than it is required to contribute for each teacher under the terms of the Teachers' Agreement.

ARTICLE XII

LEAVES OF ABSENCE

Employees may receive the following non-cumulative leaves of absence, in addition to sick leave, with pay each year.

A. Emergencies of a Personal Nature

Up to a total of three (3) days per year may be allowed for emergencies of a personal nature, or the attendance of an employee in a legal proceeding which is compelled by law, with the prior approval of the Superintendent of Schools. Application for approval of the leave of absence shall be made by the employee to the Superintendent through the employee's building Principal. In unusual circumstances, where an absence requested is for highly personal reasons, the application may omit the nature of the absence requested and the employee shall furnish any required information to the Superintendent. Notwithstanding the above stated requirements for the approval of absences, the Board shall permit one of the three (3) days allowed for emergencies of a personal nature or the attendance of an employee in a legal proceeding which is compelled by law, to be taken without stating reasons for the absence in order for the absence to be

without pay shall be extended until such time as her physician certifies she is able to return. In no case shall leave extend beyond twelve (12) months. There shall be no leave for child care.

1. The Board may require the employee to produce a report from her physician concerning her ability to return to work. The Board may also require the employee to be examined by a physician of its choosing at its expense.

D. The Board shall endeavor to place the employee in the same position she held prior to taking the maternity leave; however, the employee shall not be guaranteed that she will return to the same work location that she had prior to commencement of the maternity leave.

E. Upon return from an approved leave of absence, all benefits to which an employee was entitled at the time that her leave of absence commenced shall be restored.

ARTICLE XIV

SALARIES

A. The salary guide for employees covered by this Agreement is set forth as Salary Schedule which is attached hereto and made a part hereof.

B. During the term of this Agreement, each employee shall be paid on the 15th and the last working day of each month of their contract year.

C. When a pay day falls on or during a school holiday or weekend, employees shall receive their pay checks on the last previous working day. Employees scheduled for vacation may request their pay checks on the last working day prior to commencement of their vacation. If the checks are available, the request shall be granted.

ARTICLE XV

RESIGNATION

A. An employee who is resigning from her position shall give thirty (30) days notice.

ARTICLE XVI

NOTIFICATION OF CONTRACT AND SALARY

A. Employees shall be notified of their contract status for the ensuing year no later than April 30th. Notification of salary status shall depend upon the status of negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and representatives on the day and year first above written.

THE BOARD OF EDUCATION OF THE
BOROUGH OF HADDONFIELD, IN THE
COUNTY OF CAMDEN, NEW JERSEY

Attest:

By: Ben Schellhorn
Secretary

By: Elizabeth M. Martin
President

(SEAL)

THE HADDONFIELD EDUCATION
ASSOCIATION, SECRETARIAL-
CLERICAL UNIT, OF THE BOROUGH
OF HADDONFIELD IN THE COUNTY
OF CAMDEN, NEW JERSEY

Attest:

By: Joseph T. Schellhorn
Secretary

By: Joseph T. Schellhorn
President